

Terms of Trading

PRICES

Prices are subject to alteration at any time without notice & all orders are accepted on condition that they are charged at prices ruling at the date of despatch. Cavalier Carpets reserve the right to refuse or accept any order.

VALUE ADDED TAX

Prices quoted in this list are exclusive of Value Added Tax.

ORDERS / CONFIRMATION

To avoid duplication please do not send confirmation of telephoned orders unless they are clearly marked 'Confirmation Only'

DELIVERY

Whilst every endeavour will be made to effect deliveries in time, no guarantee as to exact dates & times are to be implied & no liability will be accepted for any loss or damage occasioned by delay howsoever caused.

CARRIAGE

Goods delivered to dealers premises by the company's appointed Carriers are carriage paid. The costs involved for requested special deliveries will be charged.

CLAIMS AND RETURNS

i Carpets should be inspected by dealers before cutting to close fit a room. Claims for manufacturing faults which the dealer could have discovered by a careful inspection before cutting cannot be accepted after carpet has been cut and laid. No complaint can be considered which arises from improper installation. See British Standards Institute BS5325 on correct fitting procedures.

ii No other complaint can be considered until merchandise has been examined by the dealer and a report submitted on our official complaint form.

iii No goods sold to dealers may be returned without the official returns label and written consent of the Company.

iv Before arrangements are made to collect goods, please ensure that the goods are packed & labelled correctly as any failed collection request incurs a charge of £15. This charge will be deducted from any subsequent credit.

v Goods returned for Credit due to dealers error, or refusal to take delivery, will be credited only at 85% of the original Invoice price or scrap value if not received in perfect condition. This includes returns arising from duplication of orders due to failure of dealers to mark confirmation orders as such.

vi Carpets sold as imperfect will not be considered as subject for any complaint.

vii The Company cannot accept any liability for the cost of uplifting or re-fitting carpet, or other types of floorcovering.

CANCELLATIONS

Cancellations or alterations of cut lengths cannot be accepted if the goods have already been cut or dispatched.

MATCHING

For technical reasons it is not possible to obtain an exact colour match between different widths. We therefore recommend that fittings are made from one width wherever possible & we can take no responsibility for mismatching in installations made up from different widths. Edge to edge matching of tufted patterned carpet cannot be undertaken.

SIZES

All sizes are approximate and slight variations are unavoidable. The British Standards Institute tolerance is $\pm 1.25\%$ either way, Clause 3 BS3655.

ROLL LENGTHS

Full rolls are approximately 28metres, if a specific length is requested, the cut length price will apply.

APPEARANCE / PILE PRESSURE

All cut pile carpets can suffer from pile reversal & in certain circumstances, this may be permanent. That is, the pile in certain parts of the carpet becomes permanently bent or distorted for no specific reason that research has yet identified, giving the appearance of areas of light and shade. This is also described as 'shading' or 'watermarking'. It is not a defect in manufacture, it only occurs in a small percentage of all carpets fitted.

Carpets are liable to soil and flatten in use and apparently lose colour. We cannot be held responsible for individual choice or usage and will not consider complaints of this nature.

All Tweed and Berber carpets involve the use of random blends of fibres as a result, when seen in full widths, a slight linear or striated effect may be apparent which is not always visible in small display lengths or pattern book samples. For the same reasons, colour cannot be guaranteed to be exactly the same as the samples. This is a characteristic of these types of carpets and a higher degree of tolerance should be allowed, these tendencies are not detrimental to the wear of the carpet, and are not due to any manufacturing fault. No care on the part of the manufacturer's can obviate these tendencies which are inherent in all pile fabrics, nor can we accept any responsibility in connection with same.

Our customers are requested to advise the consumer of these facts when negotiating orders.

STAIR INSTALLATIONS

To ensure even wear, it is necessary to move the carpet periodically and additional material should be allowed for. If this is impractical, consideration should be given to the retention of sufficient material for subsequent replacement of areas of high wear (BS5325). Unless these recommendations are followed we cannot accept complaints of localised wear.

SPECIFICATIONS

In order to give the customer the advantage of any technical development and/or to ensure continuity of supply, the Company reserves the right to amend specifications without notice.

SHRINKAGE

Seller cannot accept responsibility for shrinkage of any carpet which has not been secured firmly to the floor, nor any carpets installed in an area subject to excessive moisture (e.g. bathrooms, toilets, kitchens). Double sided tape will not prevent shrinkage.

LAYING OF FOAM-BACKED CARPET

To prevent possible adhesion of foam backed carpets laid over smooth surfaces it is advised that damp-proof paper be placed between carpet and floor.

LAYING OF SECONDARY BACKED CARPET

It is important to use a firm underlay beneath secondary backed carpet to obviate the possibility of excessive stretching and subsequent creasing. In the case of rubber underlay, we recommend a firm, flat type as opposed to the ribbed/waffle constructions.

SCOTCH-GARD

Re-application may be necessary after two wet cleaning treatments.



carpet council

Guarantees & Code of Practice

The general principles of the scheme consists of:

1

1 Year
Guarantee
for agreed
pile reversal
complaints

Although pile reversal is not considered to be a manufacturing fault, the trade believes that it has a responsibility to resolve it for the benefit of your customers. The Guarantee does not apply to ordinary shading (which is temporary) or tracking (such as caused by concentrated foot traffic around furniture or in doorways).

A guarantee will be offered for one year following the date of installation. If pile reversal has been acknowledged by Cavalier Carpets, we reserve the right to rectify the problem using specialist assistance or, at our discretion, to **either** replace the carpet **or** take it back and issue a full credit of our invoice. In the unlikely event of the problem recurring within twelve months following rectification, Cavalier Carpets will either supply a replacement carpet of the same or an equivalent quality without charge or issue a full credit of our invoice. If the problem recurs in the same position after replacement Cavalier Carpets will not consider any further claim.

As an alternative to the above, where your customer considers it to be acceptable, Cavalier Carpets may offer an allowance in full and final settlement of the particular complaint. As pile reversal is not considered a manufacturing fault, fitting charges in respect of replacements become your responsibility.

2

2 Year
Guarantee
for agreed
manufacturing
complaints

Whilst the vast majority of carpet products are free from manufacturing faults owing to the high level of quality control, very occasionally hand finishing may be appropriate after fitting/supply.

In the event of an agreed manufacturing fault becoming apparent within the two years from the date of installation and to minimise further disruption to your customer, Cavalier Carpets may, with the agreement of your customer, undertake on-site rectification of the problem, provided that we are confident the fault can be rectified. If your customer does not agree to on-site rectification or where such on-site rectification did not resolve the complaint to your customer's satisfaction, Cavalier Carpets will provide a replacement carpet. If the carpet has been discontinued and, with your customer's agreement, a carpet of equivalent quality will be supplied. Alternatively, a full credit of our invoice will be issued.

Cavalier Carpets will reimburse you for the specific/direct costs involved in uplifting and fitting replacements under this Guarantee - provided they are reasonable and have been agreed with us before the work is undertaken. As an alternative to rectification or replacement, Cavalier Carpets may be willing to offer an allowance against a faulty carpet in respect of full and final settlement of the particular complaint.

3

Code of
practice for
domestic
complaints

Step 1 It is your responsibility to inspect your customer's complaint. If you consider the carpet could be faulty, you should complete the standard complaint form and fax or mail it to Cavalier Carpets within 7 working days (customer permitting). We will acknowledge receipt of the complaint form by return.

Step 2 Cavalier Carpets will contact your customer within 5 working days (customer permitting) from receipt of complaint documentation to make an arrangement to inspect the carpet within 10 working days where possible (customer permitting and with your agreement). We will advise you of the arrangement immediately thereafter, should you wish to attend.

Step 3 Following the inspection, Cavalier Carpets will advise you immediately of the proposed action in respect of the complaint and report our final decision to you within 5 working days of carrying out the inspection unless testing of samples is involved.

